

RECORDATION NO. 7870-B
FILED 1425

DEC 27 1982 - 2 31 PM

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT
701 COMMERCE STREET
DALLAS, TEXAS 75202

ARTHUR M. MARGENOVICH
General Attorney

INTERSTATE COMMERCE COMMISSION

214-651-6742

2-361A075

December 20, 1982

No. DEC 27 1982
Date.....
Fee \$.....

In reply refer to 1

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418 043 16 (B)

Mrs. Agatha Mergenovich
Secretary
Interstate Commerce Commission
Washington, DC 20423

ICC Washington, D. C.

Re: ICC Recordation No. 7870 - Amendment to Car Lease Agreement dated March 7, 1975, between Southwestern States Management Co. and Missouri-Kansas-Texas Railroad Company covering 33 40-ton railroad box cars.

Dear Mrs. Mergenovich:

Enclosed for filing are four (4) duplicate originals of Third Amendment to Car Lease Agreement dated December 20, 1982, amending that one certain lease dated March 7, 1975, between Southwestern States Management Co., a Missouri operation, Lessor, 701 Commerce Street, Dallas, Texas 75202, and Missouri-Kansas-Texas Railroad Company, a Delaware corporation, 701 Commerce Street, Dallas, Texas 75202, which Amendment to Car Lease Agreement deletes, as effective July 31, 1982, from the terms and provisions of the original Lease dated March 7, 1975, the below described 40-ton railroad boxcars bearing Lessee's reporting numbers and marks as follows:

MKT 2728

MKT 2739

MKT 2745

and, effective as of December 2, 1982:

MKT 2744

The Lease Agreement being amended hereby was filed with the Interstate Commerce Commission under date of March 25, 1975, and was assigned Recordation No. 7870.

Also enclosed is a cashier's check in the amount of \$10.00, payable to the Interstate Commerce Commission to cover the prescribed fee for filing and recording this Amendment. Please return two (2) copies of same to me at the address shown above, and I will see that all parties concerned receive a copy of same.

December 20, 1982
Mrs. Agatha Mergenovich

410.043-16 (B)
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I certify that I have knowledge of the matters set forth herein.

Yours very truly,

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

A handwritten signature in cursive script, appearing to read "Arthur M. Albin".

Arthur M. Albin
General Attorney

AMA/bmw

cc: Mr. K. R. Ziebarth

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INTERSTATE COMMERCE COMMISSION

THIRD AMENDMENT TO CAR LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This amendment entered into as of this the 20th day of December, 1982, between SOUTHWESTERN STATES MANAGEMENT CO., a Missouri corporation (hereinafter called "Lessor"), and MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a Delaware corporation (hereinafter called "Lessee");

W I T N E S S E T H that:

WHEREAS, Lessor and Lessee have heretofore executed and delivered to each other that certain Car Lease Agreement ("Lease") dated the 7th day of March, 1975, covering the lease of Thirty-three (33) 40-ton railroad box cars bearing Lessee's reporting numbers and marks MKT 2715 to MKT 2736, both inclusive, and MKT 2738 to MKT 2749, both inclusive; and

WHEREAS, said Lease was duly recorded with the Interstate Commerce Commission on March 25, 1975, pursuant to Section 20(c) of the Interstate Commerce Act and assigned Recordation No. 7870; and

WHEREAS, said Lease has been previously amended to delete certain cars; and

WHEREAS, it is the desire of the parties hereto to amend said Lease to delete additional cars;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

(1) That certain Car Lease Agreement executed by and between Lessor and Lessee dated the 7th day of March, 1975, and bearing Interstate Commerce Commission Recordation No. 7870, be and it is hereby amended effective as of the close of business on July 31, 1982, to delete from the terms and provisions of said Lease the below described cars bearing MKT recording marks as follows:

MKT 2728

MKT 2739

MKT 2745

In addition, this cancellation shall extend and include the car bearing the following MKT recording marks and numbers, effective as of December 2, 1982:

MKT 2744

(2) It is expressly agreed and stipulated that Lessee shall not be liable to Lessor for any rental accruing under the terms and provisions of the Lease accruing after the dates set forth above pertaining to the respective cars listed above being deleted as set forth above. Any rights of Lessor to recover said rental for any of the cars deleted from the Lease after the effective dates set forth above are hereby waived and relinquished.

(3) The parties hereby release the other from any and all obligations and responsibilities under the terms and provisions of said Car Lease Agreement, including rental as provided for in the preceding paragraph, except for any liabilities to the other which may have accrued as to the box cars being deleted from the Lease on or before the respective effective dates, as set forth above.


IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Amendment to Car Lease Agreement as of the day, month, and year first above written.

SOUTHWESTERN STATES MANAGEMENT CO.

By

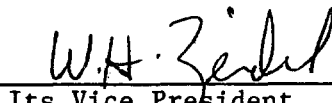

Its Vice President

ATTEST:


Assistant Secretary

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

By


Its Vice President

ATTEST:


Assistant Secretary